

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA

MICHAEL G. JAMES, Individually	*	CIVIL ACTION NO.: 10-1565
and as Representative of the Class	*	
	*	
vs.	*	JUDGE: DRELL
	*	
MILL HALF, INC. d/b/a LESSER	*	
GROCERY	*	MAGISTRATE: KIRK
*****		

**FIRST SUPPLEMENTAL CLASS ACTION COMPLAINT**

NOW INTO COURT, through undersigned counsel, comes Plaintiff, MICHAEL G. JAMES, Individually, and as representative of the class, who wishes to supplement and amend his Original Class Action Complaint in the following respects:

I.

By amending paragraph 6 as follows:

6.

Defendant parties are:

Mill Half, Inc. d/b/a Lesser Grocery ("Mill Half"), a domestic corporation doing business in the State of Louisiana, with its domicile at 2501 Broadway Avenue, Alexandria, LA 71301, and its registered agent for service of process identified as Chris J. Roy, Jr., 711 Washington Street, Alexandria, LA 71301. Mill Half owns and operates

Lesser Grocery in Alexandria, which operates as a grocery, convenience store and gas station located at 2501 Broadway Avenue, Alexandria, LA 71302; and

Century Surety Company, a foreign corporation which can be served at its principal place of business at 465 Cleveland Avenue, Westerville, Ohio 43082.

II.

By adding additional paragraphs to follow Paragraph 49, and to read as follows:

**INSURANCE COVERAGE**

50.

CENTURY SURETY COMPANY (“Century”) issued at least three policies of insurance, Policy Numbers CCP500755, CCP576894, and CCP626544 covering policy periods including December 15, 2007 through December 15, 2010, to Mill Half, Inc. d/b/a Lesser Grocery, which provide coverage for the allegations set forth in this Complaint against Mill Half, Inc. d/b/a Lesser Grocery.

51.

Insurance coverage under the policies apply given that the printing or dissemination of non-truncated customer receipts imposes property damage on the recipients of such messages.

52.

In addition, the printing or dissemination of non-truncated customer receipts constitutes an invasion of the customer's right to privacy, and imposes advertising injury.

53.

Insurance coverage under these policies are further implicated by the allegations set forth against Mill Half, Inc. in the previously filed Original Class Action Complaint.

54.

Although Policy No. CCP 626544, covering policy period December 15, 2009 through December 15, 2010, includes a "Recording and Distribution of Material or Information in Violation of Law Exclusion," that exclusion does not exclude coverage for the damages alleged in this Complaint.

55.

Moreover, based on Century's failure to properly inform its insured, Mill Half, of the inclusion of the exclusion in the renewal policy, that policy is void and has no effect.

56.

Likewise, the annual premium paid by Mill Half for coverage from Century does not reflect the reduction in coverage based on the inclusion of that purported exclusion during the December 15, 2009 to December 15, 2010 policy period. Therefore, for this additional reason, the purported exclusion is void and has no effect.

RESPECTFULLY SUBMITTED:

BY: s/Scott Brady  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the above and foregoing was filed electronically with the Clerk of Court using the CM/ECF system. Notice of this filing will be sent to all known counsel by operation of the court's electronic filing system. I also certify that, as of the date of this mailing, there are no manual recipients identified to receive this mailing.

Baton Rouge, Louisiana, this 11th day of January, 2010.

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s/Scott Brady  
SCOTT E. BRADY